



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent or utilities and cleaning. The tenant did not appear at the hearing. The landlord testified that he sent the hearing documents to the tenant via registered mail. The landlord orally provided the registered mail tracking number as proof of service. The landlord explained that the tenant provided him with a box number for mail delivery. Although the registered mail was returned to the landlord with the notation "moved" the landlord confirmed that tenant is still working in that town. Section 90 of the Act provides that a person is deemed to have received documents five days after mailing so that a person cannot avoid service by refusing to accept or pick up their mail. I was satisfied the landlord served the tenant with the hearing documents in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

Preliminary and Procedural Matters

The landlord filed this Application for Dispute Resolution under the *Manufactured Home Park Act*; however, I heard the landlord owned the manufactured home situated on the rental site and rented the manufactured home to the tenant. Since the landlord rented the manufactured home to the tenant, and not a site on which the tenant situated his own manufactured home, I find the *Residential Tenancy Act* applies to this tenancy. I have amended the Application accordingly.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent, utilities and cleaning costs?

Background and Evidence

The fixed term tenancy commenced September 1, 2013 and was set to expire March 1, 2014. The tenant was required to pay rent of \$600.00 on the 1st day of every month.

The tenant paid rent for September 2013 and \$575.00 of the rent owed for October 2013 and then moved out mid-October 2013. The tenant told the landlord he would compensate the landlord for cleaning the rental unit. The landlord also reminded the tenant they had a fixed term agreement to which the tenant told the landlord not to worry about the rent owed to him.

The landlord testified that he advertised the unit online as being for rent and for sale. He did not have any interested parties to rent the unit but a party did agree to purchase the unit. The landlord received payment for the sale of the unit on January 27, 2014 and gave possession of the unit to the new owner on February 1, 2014.

The landlord attributed the lack of prospective tenants to the time of year. The landlord submitted that his wife cleaned the unit for four hours. The landlord also supplied heating oil to keep the rental unit from freezing during the vacancy.

The landlord applied for compensation for the following:

| | |
|--|--------------|
| Unpaid rent: October 2013 | \$ 25.00 |
| Unpaid and/or Loss of Rent: November 2013 – January 2014 | 1,800.00 |
| Cleaning (4 hours) | 60.00 |
| Heating oil (25 gallons) | <u>80.00</u> |
| Total | \$1,965.00 |

Analysis

Upon consideration of everything before, I provide the following findings and reasons.

Under the Act, a tenant is required to pay rent when due under the terms of tenancy. I accept the undisputed evidence before me that the tenant failed to pay \$25.00 of the rent owed for October 2013 and I award that amount to the landlord.

Where a tenant ends a fixed term early, the tenant may be held responsible for the rent for the remainder of the fixed term, provided the landlord made reasonable efforts to minimize the loss of rent. Based upon the undisputed evidence before me, I find the tenant ended the fixed term early and that despite the landlord's efforts to minimize losses, the rental unit remained vacant until the end of January 2014. Therefore, I grant the landlord's request to recover loss of rent of \$1,800.00 from the tenant.

I also accept the undisputed evidence before me that the tenant failed to leave the rental unit reasonably clean at the end of the tenancy and that four hours were needed

to clean the unit. Therefore, I grant the landlord's request to recover \$60.00 for cleaning.

Finally, upon review of the tenancy agreement, I find the tenant was obligated to pay his own heating costs during the fixed term. I find that vacating the rental unit, without heat, caused the landlord to incur costs to heat the rental unit so as to prevent freezing.

As the landlord has been successful in this Application for Dispute Resolution I also award the landlord recovery of the \$50.00 paid for this Application.

In light of the above, the landlord is provided a Monetary Order for the \$1,965.00 claimed plus \$50.00 for the filing fee for a total award of \$2,015.00. The Monetary Order must be served upon the tenant and may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The landlord has been provided a Monetary Order in the amount of \$2,015.00 to serve and enforce as necessary.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 03, 2014

Residential Tenancy Branch

